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REMARKS

The Examiner is thanked for the allowable subject matter of Claim 22. The Examiner has rejected Claims 1-21, and 23-26 under 35 U.S.C. 102(e) as being anticipated by Bullard (U.S. Publication No. 2002/0091636 A1). Applicant respectfully disagrees with such rejection.

With respect to the independent claims, the Examiner has relied on Figure 31; and Paragraphs 0073-0075, 0187, and 0191-0193 from the Bullard reference to make a prior art showing of applicant's claimed "identifying contracts associated with the records by correlating at least one of the contracts with at least one aspect of the received records" (see this or similar, but not necessarily identical language in the independent claims). Further, in the Office Action mailed 08/11/2006, the Examiner has argued that "[a]pplicants have misinterpreted the prior art of record to Bullard," that "paragraphs 0190-0193 of Bullard explicitly discuss the relationship and dependency among records and policy/customer/contract (see claims 1 and 11 rejection)" and that "Bullard further discusses accounting records flexibility to deal with contracts (par 0193)."

Applicant respectfully disagrees with the Examiner's arguments and asserts that the excerpts relied upon by the Examiner merely disclose that "a customer will enter into a service agreement or contract 751 that will specify a level of service for the network" and that "a configuration file ... is sent out to the network 10 to configure [the] network for a level of service based upon that contract 751" (Paragraph 0187 – emphasis added). However, merely disclosing that the customer contract specifies a level of service for the network which is configured based upon the contract simply fails to suggest "identifying contracts associated with the records by correlating at least one of the contracts with at least one aspect of the received records" (emphasis added), as claimed by applicant. Clearly, configuring a network based on a contract fails to teach "identifying contracts associated with the records by correlating" (emphasis added), in the manner as claimed by applicant.

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In addition, applicant respectfully asserts that Paragraphs 0190-0193 from Bullard merely teach that "[t]he accounting process 14 will then take every source of information it has available and will construct an accounting record that reflects the level of service actually delivered to [the] company" (emphasis added). In addition, Bullard teaches that "[t]he output of the accounting proces[s] 14 will determine whether the quality of service, availability, etc. that was contracted for in the contract 751 was provided" (emphasis added). However, the mere disclosure that the accounting process will construct an accounting record that reflects the delivered level of service and will determine if the quality of service, and availability contracted in the contract was provided simply fails to even suggest "identifying contracts associated with the records by correlating at least one of the contracts with at least one aspect of the received records" (emphasis added), as claimed by applicant. Clearly, Bullard fails to suggest "identifying contracts associated with the records by correlating" (emphasis added), as claimed by applicant, but instead discloses constructing a level of service delivered for a contract. Thus, Bullard fails to meet applicant's claimed identifying contracts by correlating, in the manner as claimed by applicant.

The Examiner is reminded that a claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described in a single prior art reference. *Verdegaal Bros. v. Union Oil Co. Of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). Moreover, the identical invention must be shown in as complete detail as contained in the claim. *Richardson v. Suzuki Motor Co.* 868 F.2d 1226, 1236, 9USPQ2d 1913, 1920 (Fed. Cir. 1989). The elements must be arranged as required by the claim. This criterion has simply not been met by the above reference, as noted above.

Applicant further notes that the prior art is also deficient with respect to the dependent claims. For example, with respect to Claim 5 et al., the Examiner has relied on Figures 1-3, 8, and 31; and Paragraphs 0187, and 0191-0193 from the Bullard reference to make a prior art showing of applicant's claimed technique "wherein a contract identifier is included as a component of the records."

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Applicant respectfully asserts that the excerpts from Bullard relied upon by the Examiner merely teach that 'a <u>service contract may</u> specify that a <u>company</u> "X" will be given 100% <u>availability</u> of a particular network <u>device</u>' (Paragraph 0191 – emphasis added). In addition, Bullard discloses that '[t]he <u>accounting process 14</u> ... will construct an <u>accounting record</u> that reflects the <u>level of service</u> actually delivered to <u>company</u> "X"' and that "[t]he <u>accounting records</u> produce[d] are relative to the two components, i.e., the <u>router and the customer</u>" (Paragraph 0193 – emphasis added). However, the mere disclosure that the service contract specifies the availability of a device for a <u>company</u> and that the accounting process constructs accounting records that reflect the level of service delivered to the <u>company</u> simply fails to suggest a technique "wherein a <u>contract identifier</u> is <u>included</u> as a component of the <u>records</u>" (emphasis added), as claimed by applicant. In addition, the disclosure that the accounting records produced are relative to the router and the customer simply fails to teach that "a <u>contract identifier</u> is included as a component of the <u>records</u>" (emphasis added), as claimed by applicant.

Additionally, with respect to Claim 6 et al., the Examiner has relied on Figures 1-3, 8, and 31; and Paragraphs 0187, and 0191-0193 from the Bullard reference to make a prior art showing of applicant's claimed technique "wherein a speed with which the records are aggregated is based on the contracts."

Applicant respectfully asserts that the excerpts from Bullard relied upon by the Examiner merely disclose that 'the policy server 754 sends that requirement in a template to the provisioning service 752 to produce <u>a configuration file</u> 752a to configure the router to <u>give company</u> "X" <u>preferred use fo[r] the router</u>' (Paragraph 0191 – emphasis added). Further, Bullard discloses that 'every time <u>a packet from company</u> "X's" network comes across the router, <u>the packet will always be transmitted</u> unless there is something wrong with the router' (Paragraph 0191 – emphasis added). However, merely disclosing that a configuration file gives a company preferred use for a router by always transmitting a packet from that company simply fails to disclose a technique "wherein <u>a speed</u> with which the records <u>are aggregated</u> is based on the contracts" (emphasis added), as claimed

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by applicant. Clearly, the mere disclosure of <u>preferred use</u> of <u>packet transmission</u> on a router fails to disclose any sort of aggregation, let alone "<u>a speed</u> with which the records <u>are aggregated</u>" (emphasis added), as specifically claimed by applicant.

In the Office Action mailed 08/11/2006, the Examiner has further argued that the "speed of records aggregated and the amount of data processed (see items 3-4) can be interpreted to evolve from the flexibility of the accounting process (14)." Applicant respectfully disagrees with the Examiner's statement and asserts that Bullard merely teaches that '[t]he <u>accounting process 14</u> will then take every source of information it has available and will <u>construct an accounting record</u> that <u>reflects the level of service</u> actually <u>delivered</u> to company "X"' (emphasis added). Clearly, the mere teachings that the accounting process constructs an accounting record reflecting the level of service delivered fails to even suggest any sort of <u>aggregating</u>, let alone a specific technique "wherein <u>a speed</u> with which the records <u>are aggregated</u> is based on the contracts" (emphasis added), as claimed by applicant. Clearly, the <u>accounting process</u>, as disclosed by Bullard, fails to suggest that the <u>speed of aggregation</u> is <u>based</u> on the <u>contracts</u>, in the manner as claimed by applicant.

Also, with respect to Claim 7 et al., the Examiner has relied on Figures 1-3, 8, and 31; and Paragraphs 0030-0034, 0187, and 0191-0193 from the Bullard reference to make a prior art showing of applicant's claimed technique "wherein an amount of data processed while the records are aggregated is based on the contracts."

Applicant respectfully asserts that the excerpts from Bullard relied upon by the Examiner merely teach that "the <u>accounting process</u> 14 <u>collects</u> via the data collector layer 18 multiple and diverse types of <u>data from the network</u> 11, [and] <u>normalizes</u> the data into a <u>consistent accounting record</u>" (Paragraph 0031 – emphasis added). Further, Bullard teaches that "[t]he <u>accounting process</u> 14 <u>collects data</u> via the data collector layer 16 from multiple disparate sources and <u>produces [a] new type of composite records</u>" (Paragraph 0033 – emphasis added). However, merely teaching that the accounting process collects data from the network, normalizes the data into a consistent accounting

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record, and produces new types of composite records simply fails to even suggest a technique "wherein an <u>amount of data processed</u> while the records are aggregated <u>is based on the contracts</u>" (emphasis added), as claimed by applicant. Clearly, simply disclosing that the accounting process collects data fails to suggest that the "amount of data processed ... is based on the contracts," in the manner as claimed by applicant.

In the Office Action mailed 08/11/2006, the Examiner has further argued that the "speed of records aggregated and the amount of data processed (see items 3-4) can be interpreted to evolve from the flexibility of the accounting process (14)." Again, applicant respectfully disagrees with the Examiner's statement and asserts that Bullard merely teaches an "<u>accounting process</u> [which] <u>collects</u> ... data from the network 11, <u>normalizes</u> the data into a consistent accounting record ... and <u>produces</u> [a] new type of composite records" (emphasis added). Again, as noted above, simply disclosing that the accounting process collects data, and normalizes and produces records fails to suggest that the "amount of data processed ... is based on the contracts," in the manner as claimed by applicant.

Furthermore, with respect to Claim 9 et al., the Examiner has relied Figure 31; and Paragraphs 0190-0193 from the Bullard reference to make a prior art showing of applicant's claimed "separating the records into separate groups based on the contracts, and aggregating the records of each group using a separate aggregator." Further, the Examiner has argued that such excerpts teach "separat[ing] records into [a] group, wherein company X information/packet is likely to be transmitted first and have a better service than Company Y because Company X is paying for a better service or has a better contract than Company Y."

Applicant respectfully disagrees with the Examiner's argument and asserts that the excerpts from Bullard relied upon by the Examiner merely disclose that 'the policy server 754 sends that requirement in a template to the provisioning service 752 to produce <u>a configuration file</u> 752a to configure the router to <u>give company</u> "X" <u>preferred use fo[r] the router</u>' (Paragraph 0191 – emphasis added). Further, Bullard discloses that

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'every time <u>a packet from company</u> "X's" network comes across the router, <u>the packet</u> <u>will always be transmitted</u> unless there is something wrong with the router' (Paragraph 0191 – emphasis added). However, merely disclosing that a configuration file gives a company <u>preferred use</u> for a router by always transmitting a packet from that company simply fails to disclose "<u>separating</u> the records into <u>separate groups</u> based on the contracts, and <u>aggregating</u> the records of each group using a <u>separate aggregator</u>" (emphasis added), as claimed by applicant. Clearly, the mere disclosure of giving one company preferred use of a device fails to suggest "separating the records into separate groups" or "aggregating the records of each group using a separate aggregator," as claimed by applicant.

In the Office Action mailed 08/11/2006, the Examiner has further argued that "[a]ll the other features regarding items 2-5 can be found in the rejection above and/or explicitly or implicitly in par 0190-0193 of Bullard." Applicant respectfully disagrees with the Examiner's statement and again asserts that Bullard teaches giving a company preferred use of a router which completely fails to suggest "<u>separating</u> the records into <u>separate groups</u> based on the contracts, and <u>aggregating</u> the records of each group using a <u>separate aggregator</u>" (emphasis added), as claimed by applicant.

Moreover, with respect to Claim 23, the Examiner has relied on Figures 8A-8B; and Paragraphs 0074-0077, and 0097 from the Bullard reference to make a prior art showing of applicant's claimed technique "wherein the at least one aspect of the received records includes a customer identifier, session or flow source address, destination address, duration, time, date, type of server, and volume of data transferred."

Applicant respectfully asserts that the excerpts from Bullard relied upon by the Examiner merely disclose that the "<u>Network Accounting Record Attributes</u> 204a-204n provide the <u>actual metrics</u> used for network activity reporting and network accounting" where such attributes include "the NAR source time, NAR_SRC_TIME, and the NAR sequence number, NAR_SEQ_NUM" (Paragraphs 0074-0077 – emphasis added). Further, Bullard discloses that "<u>entity attribute descriptors</u> can be used in the accounting

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process 14 to provide additional flexibility in how network activity information is reported and tallied" where such attributes include "Source and Destination Ethernet Addresses" and "Accounting Time Interval" (Paragraph 0097 – emphasis added). However, the mere disclosure of NAR attributes and entity attribute descriptors simply fails to even suggest a technique "wherein the at least one aspect of the received records includes a customer identifier, session or flow source address, destination address, duration, time, date, type of server, and volume of data transferred" (emphasis added), as claimed by applicant.

Again, the foregoing anticipation criterion has simply not been met by the Bullard reference, as noted above. Thus, a notice of allowance or specific prior art showing of each of the foregoing claim elements, in combination with the remaining claimed features, is respectfully requested.

To this end, all of the independent claims are deemed allowable. Moreover, the remaining dependent claims are further deemed allowable, in view of their dependence on such independent claims.

In the event a telephone conversation would expedite the prosecution of this application, the Examiner may reach the undersigned at (408) 505-5100. The Commissioner is authorized to charge any additional fees or credit any overpayment to Deposit Account No. 50-1351 (Order No. AMDCP010).

Respectfully submitted,
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